

SOLICITATION, OFFER, AND AWARD Architect of the Capitol		1. REQUISITION NO. PP 080139	2. PROJECT NO.
3. CONTRACT NUMBER	4. SOLICITATION NUMBER RFP080024	5. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	6. TITLE: Distribution Pipe Wall Assessment, CPP, Tunnels 7. DATE ISSUED: 04/17/2008
8. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		9. ADDRESS OFFER TO (If other than Item 8) AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

10. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 9 on 05/20/2008 at 13:00:00 (local time).

CAUTION - LATE Submissions, Modifications, and Withdrawals: All offers are subject to all terms and conditions contained in this solicitation.

11. FOR INFORMATION CALL: Fred Witcher

TELEPHONE NO.(NO COLLECT CALLS) 202-226-7092

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OFFER (Must be fully completed by offeror)

NOTE: Item 13 does not apply if the solicitation includes the provision titled Minimum Bid Acceptance Period.

13. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ CALENDAR days (60 CALENDAR days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

14. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS(%)	20 CALENDAR DAYS(%)	30 CALENDAR DAYS(%)	CALENDAR DAYS(%)
15. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

16A. NAME AND ADDRESS OF OFFEROR		CODE	17. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
16B. TELEPHONE NUMBER		16C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN	18. SIGNATURE	
AREA CODE	NUMBER		EXT.	19. OFFER DATE

AWARD (To be completed by Government)

20. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	21. ACCEPTED AS TO ITEMS NUMBERED	22. SUBMIT INVOICES VIA FAX FOR PAYMENT TO:	23. AMOUNT
24. NAME OF CONTRACTING OFFICER (Type or print) Frederick Witcher, Jr.	25. UNITED STATES OF AMERICA BY _____ (Signature of the Contracting Officer)		26. AWARD DATE

Section B - Supplies or Services and Prices/Costs**BASE**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	COMPREHENSIVE ASSESSMENT REPORT	Total : 1.00	EA	\$	\$
Description: COMPREHENSIVE ASSESSMENT REPORT IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK ENTITLED, "DISTRIBUTION PIPE WALL ASSESSMENT FOR THE CAPITOL POWER PLANT AND AOC TUNNELS"					

Lump-Sum Price for Base

\$

Section C - Description/Specifications/Statement of Work

C1

THE STATEMENT OF WORK (21 PAGES) IS ATTACHED AT THE END OF THE SOLICITATION

Section D - Packaging and Marking

AOC52.211-7

Identification of Contract Deliverables (Nov 2004)

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor;
 - (b) Contract number;
 - (c) Point of Contact; and
 - (d) Date of transmittal.
- (End of clause)

Section E - Inspection and Acceptance

AOC52.246-5

Inspection and Acceptance - Architect - Engineer Services (Nov 2004)

The Contracting Officer or his duly authorized representative will perform inspection and acceptance of services and deliverables that are provided under this contract.

(End of clause)

Section F - Deliveries and Performance

AOC52.211-4

Term of Contract (Jan 2007)

The term of the contract shall be two (2) years after contract award. See the Statement of Work (pages 19 thru 21) for additional delivery schedules.

(End of clause)

52.242-14

Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

AOC52.201-1

Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2

Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.211-1

KEY PERSONNEL (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: _____

Title: _____ Telephone No. _____

Name: _____

Title: _____ Telephone No. _____

Name: _____

Title: _____ Telephone No. _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-2

Approval of Substitute Contractor Personnel (Jun 2004)

- (a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.
- (b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.
- (c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the SCHEDULE OF ITEMS in Section B).
- (d) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.223-5

Special Security Requirements - Services (Jun 2007)

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

- (1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
 - (2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and
 - (3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.
- (i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.
- (j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)

AOC52.242-2

CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

Section H - Special Contract Requirements

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Section I - Contract Clauses

AOC52.236-6

Archeological or Historic Sites (AoC) (May 2005)

If a previously unidentified archeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer and /or his duly authorized representative immediately.

(End of clause)

52.232-18

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.202-1

Definitions (Jun 2004)

(a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.

(b) The term "Architect" as used herein means the Architect of the Capitol.

(c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.

(d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1

Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United

States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2

Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3

Officials Not to Benefit (Nov 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4

Dissemination of Contract Information (Nov 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5

Confidentiality Requirement (Nov 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1

Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to

the Government.

(End of clause)

AOC52.204-4

AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at www.dhs.gov/E-Verify or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

AOC52.215-10

Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11

Audits (Jun 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).

Date of Execution _____

Firm _____

Signature _____

Title _____"

(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation, 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose

of making the requirements of this paragraph applicable thereto.

(End of clause)

AOC52.216-6

Undefinitized Contract Actions (Mar 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and incorporated by reference under any undefinitized contract issued.

(b) The scope of work as originally issued on the undefinitized contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable.

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of the funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

AOC52.219-1

Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.223-3

Security Markings (Jun 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO
UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO
UNAUTHORIZED USERS IS PROHIBITED
Do not remove this notice
Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4

Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9

Accident Prevention and Safety and Health Programs (Sep 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.227-2

Unlimited Government Rights (Nov 2004)

The Government shall have unlimited rights, for the benefit of the Government, in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other Government work without additional cost to the Government; and with respect thereto the contractor agrees to and does hereby grant to the Government a royalty-free license to all such data which the contractor may cover by copyright and to all designs as to which the contractor may assert any rights or establish any claim under the design patent or copyright laws. The contractor agrees to furnish and to provide access to all such materials on the request of the Contracting Officer.

(End of clause)

AOC52.228-2

Insurance - Work on a Government Installation (Jul 2005)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-3

Professional Liability Insurance (Nov 2004)

The contractor shall maintain a minimum of \$1,000,000.00 professional liability insurance for errors and omissions during the contract period. The Contractor shall be required to present evidence to show, as a minimum, the amount of insurance required above.

(End of clause)

AOC52.228-4

Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

AOC52.231-1

Travel Costs (Nov 2004)

(a) Travel and subsistence expenses incurred in the direct performance of this contract shall be reimbursed in accordance with the contractor's established policy, subject to the limitations set forth herein, pursuant to the Federal Acquisition Regulation (FAR) Subpart 31.205-46, establishing the Federal Travel Regulations procedures.

(b) Travel shall not be reimbursed in excess of the cost of first class rail or of the cost of first class rail or of the lowest customary standard, coach or equivalent airfare offered during normal business hours, except where the contractor certifies as to unavailability of accommodations, or necessity to travel during other than normal business hours based solely on the Government's requirement for performance.

(c) Subsistence for lodging, meals and incidental expenses shall be reimbursed based on actual costs incurred only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

(End of clause)

AOC52.232-6

Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

- (4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division

Mailing Address:

2nd and D Streets SW

Ford House Office Building

Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7

Discounts (Aug 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-10

Payments - Architect-Engineer Services - Supplement (Aug 2006)

(a) Invoices may be submitted at the end of each month in which services are performed by the Contractor and shall be submitted in accordance with FAR 52.232-10 Payments Under Fixed-Price Architect-Engineering Contracts. Properly certified invoices shall be FAXED to: Accounting Division, Architect of the Capitol, at (202) 226-2580. Information concerning the status of invoices and payments may be obtained by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following information on the invoice:

- (1) Contract number;
- (2) Task order number, if applicable;
- (3) Title and location of project;
- (4) Project number;
- (5) Name and address of the Contractor;

- (6) Request number;
 - (7) Unique invoice number for that particular invoice;
 - (8) Period the payment covers;
 - (9) Amount by line item including quantity and unit pricing (see the SCHEDULE OF ITEMS in Section B), the fee, percent completed, amount earned, retainage (if applicable), previous billing, current billing, and any reimbursables;
 - (10) Amount requested; and
 - (11) Signature and date signed by the representative of the contractor.
- (b) Payments will be made directly through Direct Deposit/Electronic Funds Transfer (DD/EFT) in accordance with AOC52.232-6 Payment by Electronic Funds Transfer - Other than Central Contractor Registration.
- (c) Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(End of clause)

AOC52.232-12

Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1

Disputes (Mar 2008)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) and as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. 110-161. (31 U.S.C. 702 NOTE).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. For the purposes of this clause, all final decisions shall be rendered by the Architect of the Capitol's Director or Deputy Director, Procurement Division.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$50,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision

within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals, within ninety days of receipt of a Contracting Officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street NW, Room 7182, Washington, DC 20548; facsimile 202-512-9749 or e-mail CAB@gao.gov.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

AOC52.233-2

Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4

Damages for Delay (Nov 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

52.236-22

Design Within Funding Limitations (Apr 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) of this clause. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract.

However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) of this clause, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$_____.

(End of clause)

AOC52.236-14

National and Local Codes (Nov 2004)

The design approach shall comply with national and local codes.

(End of clause)

52.252-2 Sec. I

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of clause)

Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-26	Equal Opportunity	03/22/2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	11/08/2006
52.223-6	Drug Free Workplace	11/08/2006

Clause	Title	Date
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-23	Responsibility of the Architect-Engineer Contractor	11/08/2006
52.236-24	Work Oversight in Architect-Engineer Contracts	11/08/2006
52.236-25	Requirements for Registration of Designers	11/08/2006
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.243-1 Alt III	Changes--Fixed Price - Alternate III	11/08/2006
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	11/08/2006
52.249-7	Termination (Fixed-Price Architect-Engineer)	11/08/2006
52.253-1	Computer Generated Forms	11/08/2006

Section J - List of Attachments

J1

1. STATEMENT OF WORK, 21 PAGES
2. CD S (3) CONTAINING THE WEST REFRIGERATION PLANT EXPANSION DRAWINGS VOLUMES I, II AND III DATED NOVEMBER 12, 2007 (P&ID DRAWINGS)
3. CD (1) CONTAINING THE P&ID DRAWINGS FOR THE AOC UTILITY TUNNELS
4. ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM
5. U.S. CAPITOL POLICE REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS
6. U.S. CAPITOL POLICE VEHICLE DELIVERY PROCEDURES REFERENCE GUIDE

REQUESTS FOR COPIES OF CDs MUST BE MADE TO THE CONTRACTING OFFICER IN WRITING AT: fwitcher@aoc.gov

Section K - Representations, Certifications and Other Statements of Offerors

52.203-2

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal

Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

__ TIN: _____.

__ TIN has been applied for.

__ TIN is not required because:

__ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

__ Offeror is an agency or instrumentality of a foreign government;

__ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

__ Sole proprietorship;

__ Partnership;

__ Corporate entity (not tax-exempt);

__ Corporate entity (tax-exempt);

__ Government entity (Federal, State, or local);

__ Foreign government;

__ International organization per 26 CFR 1.6049-4;

__ Other _____.

(f) *Common parent.*

__ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

__ Name and TIN of common parent:

Name _____.

TIN _____.

(End of provision)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.204-2

Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information

Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3

Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

AOC52.209-1

Organizational and Personal Conflicts of Interest (Nov 2004)

(a) The offeror and resultant contractor certifies that, to the best of the its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

AOC52.215-8

Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Telephone: _____ E-Mail: _____

(End of provision)

AOC52.219-2

Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is 541330 and the small business size standard is _____ (if this requirement is for manufacturing or trade) or \$ 4.5 million (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- ☐ Nonprofit organization (do not check any other box).
- ☐ Large business (do not check any other box).
- ☐ Foreign contractor (do not check any other box).
- ☐ State/local/Federal government agency (do not check any other box).
- ☐ Small business (see 13 CFR Part 121).
- ☐ HUBZone small business (see 13 CFR Part 126).
- ☐ Small disadvantaged business (see 13 CFR 124.1002).
- ☐ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- ☐ Veteran-owned small business (see 38 U.S.C. 101(2)).
- ☐ Women-owned small business.

(End of provision).

Section L - Instructions, Conditions and Notices to Offerors

52.216-1

Type of Contract (Apr 1984)

The Government contemplates award of a firm, fixed-price contract resulting from this solicitation.

(End of provision)

52.252-1 Sec. L

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.arnet.gov

(End of provision)

AOC52.204-5

Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an

amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Fred Witcher, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Fred Witcher to (866) 539-4925 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt

for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [email address] or via facsimile to [fax number].

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3

Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets) ; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

AOC52.215-6

Preparation of Proposals (May 2007)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 18 and return Sections A, B, and K of this solicitation package. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (c) For each item offered, offers shall
- (1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and
 - (2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.
- (d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (End of provision).

AOC52.215-9

Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

L1

PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES

- (a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article entitled, INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES of this section and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES of this section.
- (b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS of this section and submitted in the following number of copies:
- (1) Technical Proposal - One (1) original and three (3) copies
 - (2) Price Proposal - One (1) original and one (1) copy
- (c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

L2

INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL

a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Architect of the Capitol.

(1) The Technical Proposal shall be subdivided into five (5) subsections each with its own tab identifying the factor (and tabs identifying the subfactors, where applicable) and shall be on 8-1/2 x 11 sheets in a 3-Ring binder.

(b) The Offeror shall provide a description of each factor as noted below:

1. Evaluation Factor 1 - Relevant Experience

At a minimum the Offeror shall demonstrate 5 years relevant experience with architectural and engineering design, seismic analysis and design, piping surveys, reports, studies, surveys, analyses (i.e. historical materials analysis, life-cycle cost analysis), investigations, project programming, estimating, inspection, submittal reviews, design reviews, drawings, specifications, conditions assessments risk based and fit for service assessments to include key personnel/subcontractor's (if any) expertise in implementation of risk based piping inspection projects. Please provide the following information:

- a. Project, location, type of facility
- b. Contracting Agency/Owner/Point of Contract/Phone Number
- c. Date of award and completion date(s)
- d. Key personnel/subcontractors involved and their specific experience
- e. Brief description of project
- f. Project schedule, projected and actual dates for relevant projects
- g. Other materials (Letters of reference, Juried awards, etc).

2. Evaluation Factor 2 - Management Plan

Provide an executive summary of your contract management plan. The plan should reflect key management functions and managerial authority for prime and subcontractors. At a minimum, key functions of staffing qualification certifications, subcontracting, and financing should be identified.

Provide your management team and structure, identifying intended roles on this particular contract with resumes for each citing specific relevant experience.

Provide your company's Quality Control (QC) program and indicate procedures used for design coordination.

Provide the following information regarding your company's security capabilities:

- a. List of staff with security clearance (and clearance level).
- b. Identify if your company has a secure facility for handling and maintaining classified documents.
- c. Identify the overall security measures of the facility as well as the company's office.
- d. Provide your capabilities to furnish design drawings in MicroStation format and specifications in CSI Master Format in native Microsoft Word format.

3. Evaluation Factor 3 - Past Performance

The Government will use references provided in response to Factor 1, Relevant Experience noted above, and may use other references/information to verify past performance.

The offeror may provide awards, letters or other documentation as it relates to their Past Performance.

The proposal shall identify past projects executed by the proposed project team (or selected team members) and

include references or letters which will describe the team performance.

4. Evaluation Factor 4 - Technical Approach for Risk Based Inspection (RBI) and Fit For Service (FFS)

The offeror shall discuss in outline form, with brief narratives, the general process the firm uses in the implementation of a typical RBI Piping Program project in a monumental building. The outline shall include specific tasks and other items the firm deems critical to a generic technical approach for most projects. Explain how you will comply or interface with **FMA** and **TMA** and **RISK**.

5. Evaluation Factor 5 - Subcontractor Management

Describe in detail your firm's subcontractor selection and management process. Describe your firm's subcontractor management structure and the level of corporate oversight.

Discuss services that will be provided by subcontractors and your processes used to ensure consistent satisfactory performance of subcontractors.

Provide names of subcontractors and resumes of key personnel within the firm assigned to this contract.

L3

INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item No. 0001), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The SOLICITATION, OFFER, AND AWARD FORM (original signature required in Block 15);
- (2) The SCHEDULE page; and
- (3) The REPRESENTATIONS AND CERTIFICATIONS .

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

Section M - Evaluation Factors for Award

AOC52.215-5

Contract Award - Source Selection Procedures (Jun 2004)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The Government may
 - (1) Reject any or all offers if such action is in the public interest;
 - (2) Accept other than the lowest offer; and
 - (3) Waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

M1

PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES

- (a) The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified herein are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL" and the article entitled "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL" in Section L. The technical criteria are considered to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.
- (b) TECHNICAL CRITERIA. Each offeror's proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore

acceptable. The criteria are listed in descending order of importance:

(1) **Relevant Experience**. The offeror's experience with architectural and engineering services within the last five (5) years in existing historical and monumental buildings will be evaluated to determine the relevancy of such experience to the requirements of the RFP.

The following will be evaluated:

- a. Key personnel/subcontractor expertise in implementation of risk based piping inspection projects,
- b. Successful completion of projects with similar scope of work,
- c. Contracting successfully with an Governmental Agency or an owner with a similar facilities,
- d. Expertise and success in developing project schedules (projected and actual schedules for past projects)

Higher ratings will be given those proposals that demonstrate a longer term relationship in successful implementation of projects.

(2) **Management Plan**

The following will be evaluated to determine the degree to which the offeror's management plan offers enhanced value or lower risk to the Government:

- a. To ensure the offeror's organizational structure provides adequate management of all work and the capability of each team member's ability in managing the contract to meet the dates put forth in this solicitation;
- b. That the offeror's executive summary reflects key management functions and lines of authority,
- c. That each team member has the experience, qualifications, education, knowledge and capability to perform work requirements,
- d. That principals in the firm possess a professional registration in their field and a minimum of three (3) years of experience with the firm,
- e. That the offeror's Quality Control Plan demonstrates corporate commitment to the production of quality, well coordinated studies, design, etc. for contractual requirements and integration into the management structure,
- f. That the offeror and/or team members are able to obtain a security clearance and show experience in maintaining, transmitting and storage of classified documentation.
- g. That the offeror has expertise in MicroStation and Microsoft Word software programs.

(3) **Past Performance**

Proposals and past performance questionnaires received from customer references will be evaluated to determine whether, and the extent to which, the offeror and its proposed major subcontractor(s), if applicable, have demonstrated a satisfactory record of conforming to contract requirements and to standards of good workmanship; a satisfactory record of forecasting and controlling costs; a satisfactory record of adhering to contract schedules, including the administrative aspects of performance; a satisfactory history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, evidence of a business-like concern for the interest of the customer.

It is the offeror's responsibility to ensure that past performance questionnaires are completed and timely

submitted by customer references, and that correct names, addresses and phone numbers are provided in the proposals for each reference. An offeror will not be penalized in the evaluation with an unfavorable rating for the failure of its customer references to complete and submit the questionnaires. The Government may contact offeror customer references or use other references/information to verify past performance.

(4) Technical Approach for RBI and FFS

The offeror's technical approach for RBI and FFS will be evaluated to determine that there is:

- a. Evidence of a technical approach that demonstrates an understanding of the range of work and general process the firm would use in the implementation of a RBI Piping Program in a monumental building and specifically outlines the tasks and other items the firm deems critical;
- b. Evidence of the type of piping, type of test performed and amount of piping system tested for each program sited.

(5) Subcontractor Management

The following will be evaluated:

- a. Evidence of a detailed narrative describing the subcontractor selection and management process.
- b. Evidence of a management structure that ensures careful coordination of disciplines and overall satisfactory performance and timeliness of deliverables.

STATEMENT OF WORK
DISTRIBUTION PIPE WALL ASSESSMENT FOR THE CAPITOL POWER PLANT
AND AOC TUNNELS

A. Background:

The Capital Power Plant and AOC Capitol Hill Campus Tunnels were first constructed in the early 1900's. Currently they produce and distribute Steam, Condensate and Chilled Water used to heat and cool most of the facilities located on Capitol Hill Campus.

It is the intent of this project to evaluate the serviceability of the institutional piping systems within the Capitol Power Plant and the AOC Capitol Hill Campus Tunnels. This project shall include all of the Steam, Condensate, Chilled Water and Process Water piping within these facilities.

Much of the piping systems in the Capitol Power Plant and Tunnel System have been in service for over Forty (40) years. These piping systems have been modified over the years and the AOC would like to determine the current conditions that exist and develop a Repair/Replacement plan that would ensure the continued serviceability of these systems.

B. Current Conditions:

The existing piping in the Capitol Power Plant and Tunnel System is in various different conditions of serviceability. This is mainly due to recent projects which have replaced whole sections of piping and repairs which only addressed small localized areas of the piping. Currently, there is no single source or drawing which shows when and or what has been repaired or replaced. We do believe that most of the Steam, Condensate and Chilled water distribution piping is original and has only small localized repairs done on them.

C. Project Scope:

The purpose of the Distribution Piping Wall Assessment is to produce a comprehensive *Assessment Report* for each system of piping. These reports will be used in the development of future assessments and/or the development of a scope-of-work for the replacement of piping before actual failure of the piping. For the purposes of this project, Distribution Piping is defined as all piping interior to the Capitol Power Plant and AOC Tunnels including but not limited to: Steam Piping, Condensate Piping (High and Low Pressure) and Chilled Water piping (both Supply and Return). The component of these piping system which is inside of other individual buildings which are owned by the AOC will not be included or evaluated as part of this study.

The project shall include, but is not limited to:

1.0 DESCRIPTION

A steam, condensate, feedwater and chilled water piping condition assessment is planned for CPP. The purpose of the inspection is to assess the current piping integrity and provide information to develop a long-term inspection program to ensure safe, reliable operation in the future.

2.0 SPECIFIC SYSTEM SCOPE

The following tables are presented as a quick reference for the systems to be evaluated as part of this project. An "X" in any box represents that the piping system serving the listed equipment will be evaluated as part of this project. The actual work to be performed is outline later in this document. Drawings which show the actual piping connections and dimensions have been included in attachment "C"

Equipment	Condenser Piping	Chilled Water
Chiller 5A	x	x
Chiller 5B	x	x
Chiller 6A	x	x
Chiller 6B	x	x
Cooling Tower - 1	x	x
Cooling Tower - 2	x	x
Cooling Tower - 3	x	x
Cooling Tower - 4	x	x
Chilled Water Pump - 1		x
Chilled Water Pump - 2		x
Chilled Water Pump - 3		x
Chilled Water Pump - 4		x
Chilled Water Pump - 5		x
Condenser Water Pump - 1	x	
Condenser Water Pump - 2	x	
Condenser Water Pump - 3	x	
Condenser Water Pump - 4	x	

Condenser Water Pump -5	x	
Chiller - 7	x	x
Chiller - 8	x	x
Chiller - 9	x	x
New Cooling Towers		

System	Feedwater	Steam	Chilled Water	Condensate
Boiler - 1	x	x		x
Boiler - 2	x	x		x
Boiler - 3	x	x		x
Boiler - 4	x	x		x
Boiler - 5	x	x		x
Boiler -6	x	x		x
Boiler - 7	x	x		x
Tunnel - R		x	x	x
Tunnel - G		x	x	x
Tunnel - V		x	x	x
Tunnel - B				
Tunnel - Y		x	x	x
Tunnel - O		x	x	x

3.0 WORK TO BE PERFORMED BY CONTRACTOR

The Contractor shall furnish all materials, labor and supervision, tools and equipment to assess the disposition indications completely for the system as specified herein.

The following technical support of the piping condition assessment is required:

3.1 ENGINEERING ANALYSIS

3.1.1 Document Review

The Contractor will be supplied with all available information concerning the

pipings/hanger systems to be assessed. AOC to provide copies of said drawings. The Contractor shall review this data and determine if any additional data is needed as input to the Engineering Analysis. Contractor shall be responsible to make up any additional data from walk-downs, including:

- Consolidate/summerize system by system history from initial installation; determine what information is available and qualify/quantify list all leaks, failures, problems, their respective repairs and replacements, etc. to date.
- Determine initial installed pipe wall sizes and schedules for use wear profile calculations.
- Prioritize tunnels and pipeline systems to focus on smallest pressure ratios for systems of highest risk: 1) condensate, 2) 3) chilled water and 4) other system.
- Provide formal statistical analysis for wall thickness data to determine wear profiles for erosion/corrosion effects.
- Develop a technical process and spot evaluation procedure to address immediate critical risk areas of pipelines which would provide appropriate data sufficient for B31.1g analysis at areas of highest concerns would direct from the results of the additional baseline inspections.
- Generate a database of results used to continually improve the quality of future prediction models.
- Confirm by selective destructive testing thickness evaluation models and data produced from the comprehensive follow-on inspection, and develop appropriate procedures relating to other destructive test method to be used as comprehensive "toolkit" to support formal pipeline analysis.
- Investigate and design format fitness for service program for all applicable Capitol Utility Pipe Systems.
- Formalize a time domain for future analysis to establish a wear rate and begin to establish a predictive model to be used as part of overall maintenance problem to reduce operating risk of the tunnel pipeline systems.
- Generate a formal failure analysis program, including pipe repair, weld repair, materials evaluation and control aimed at long-term operating cost reduction of utility pipeline systems.
- Provide as-needed recommendations for ongoing inspection, repair and replacement of utility pipeline systems.

3.1.2 Stress Analysis

The Contractor will prepare a computerized elastic and inelastic stress analysis, considering dynamic loading , thermal, physical, normal and dynamic pressures for each of the steam systems.

Based on the data collection, document review and walkdowns, AOC will make decisions regarding the type of technical evaluation required will be made. To verify the normal operating plant condition, the following types of piping stress analysis will be performed. Including the risk based inspection approach for the CPP.

AS-Built Condition

- a. Thermal expansion and anchors movements
- b. Design Weight
- c. Operating Weight
- d. Local Pipe stress analysis at welds integral attachments.
- e. Relief valve analysis to determine the adequacy of the attachment connection.
- f. Expansion joint installed adequately
- g. Analysis of high stress connections

As-Found Condition

The results of the piping system walkdowns will be used in an as-found condition stress analysis to be run with various malfunctioning support scenarios. The results of these analysis will be used in determining potential damage locations for a risk based NDE / Replication inspection.

As-Modified Condition

The results of the as-built stress analysis in conjunction with the walkdown inspection data will be assessed to determine whether any hanger adjustments or other remedial modifications are warranted. If any modifications are deemed necessary, a re-analysis of the configuration, incorporating the recommended changes, will be performed.

Dynamic Condition

A thermal - hydraulic analysis of the systems will be performed to evaluate steam/water hammer events. The results of this analysis will be used in determining potential damage locations for NDE/Replication inspection.

GENERAL NOTES

The results of the above analysis will be utilized to:

- Determine potential damage locations due to fatigue, stress, corrosion interactions. Calculations will be performed to determine life fractions or equivalent loss of life due to the stated damage mechanisms.
- Define high-stress and high-risk and their areas where additional nondestructive examination are required. Any areas of the pipe that may have stresses that exceed ANSI/ASME B31.1 allowable will be identified.
- The calculations package shall be in accordance with CPP procedures (see Attachment "A"). An assumption/reference section shall be included in the body of the report listing all boundary condition assumptions with rationale and references for all input operating data. Hard copy and electronic copy (i.e., disk) of the computer input and output files shall be provided. A stress isometric complete with dimensional node numbers (on a micro station CAD system) shall be provided.
- The code required minimum wall will be calculated for all pipe sizes. When performing this calculation, the allowable stress values from the current edition of the Code for Piping, ANSI B31.1, will be used. If actual wall measurements are less than required by code, the Contractor will generate a pressure temperature curve for each line which will show at which pressures and temperatures the systems can be operated to meet code requirements.
- From the stress analysis provide a hanger locking scheme to be used during hydrostatic testing.

3.1.3 Crack Growth Rate Analysis

Perform fatigue crack growth rate analysis to determine system specific fracture criteria for circumferential and longitudinal seam welds. The following analysis requirements shall apply.

- Develop a flaw depth versus flaw length plot with inspection interval curves of 0 years (instability), 1 year, 3 years and 5 years. Separate plots shall be developed for circumferentially and axially oriented flaws based on most limiting pipe size and through wall flaw location. Provide separate plots for each piping system
- The analysis shall be based on the minimum properties of:
 - a. Aged base material.
 - b. Aged weld material
 - c. Aged heat affected zone material.
 - d. Aged material representative of weld fusion line.

- Identify base line data used.
- Reference existing codes, if applicable.
- From this analysis provide acceptance criteria, in a matrix format, to identify flaw locations which require repair or engineering disposition. The following requirements shall apply:
 - a. The flaw criteria will be used by non-engineering personnel (i.e., NDE Technicians, Plant Supervisors) and should be conservative, easy to understand, and include assumptions on which the criteria are based.
 - b. The criteria shall address both surface connected and embedded flaws.
 - c. Specify the minimum distance between adjacent indications for the criteria to apply.
 - d. Specify the requirements for strings of intermittent indications for the criteria to apply.
 - e. Describe in the proposal the calculation methods used.

3.1.4 Life Fraction Calculations

The fatigue life fraction calculations shall be made using existing plant operating data. All assumptions and references shall be clearly identified in the body of the report. Average operating pressure shall be interpolated from heat balance data at average unit load (i.e., megawatts). "Minimum" material property data will be used, except for Level III, where actual properties are obtained through sampling.

The report shall address any correlations, or lack of, between areas where the life fraction consumed exceeded 100% and NDE/Replication took place. A FFS (fit for service) approach to be used shall be described.

Describe in the proposal the calculation methods to be used.

3.1.5 NDE/Replication Locations

Following the walkdowns and initial stress analysis, the Contractor is to prepare and issue an Risk Based Inspection (RBI) plan using appropriate codes. This inspection plan will contain a piping isometric drawing that details high stress points where there is a high probability of creep/fatigue damage. Locations and types of all NDE, material testing and replication shall be noted on the drawing. The following shall be considered in identifying these locations.

- Operating stress analysis
- Dynamic stress analysis
- Malfunctioning support stress analysis
- Locations that vendors experience indicates may have potential for crack initiation and propagation.
- Remaining thickness and life
- Following questions answered:
 1. What material degradations have been experienced or could be experienced?
 2. What are the likelihood (probabilities) of these degradations occurring?
 3. What are the consequences of these degradations?

The next step is to determine the risk of operating equipment as the combination of two separate terms: the likelihood of failure and the consequence of failure.

The likelihood analysis assesses the probability and effects the specific failure mechanisms based on:

4. The history of the equipment
5. The history of similar or identical equipment in identical service conditions.

The consequence analysis of a release (instantaneous or continuous) is calculated by:

6. Estimating the release rate and release amount based on:
 - Pressure differentials
 - Size of opening
 - Leak detection methods
 - Isolation capabilities
7. Predict the outcome of the release based on:
 - Amounts released
 - Composition of released materials
 - Impact area of released materials

- Environmental impact
- Business interruption effects

8. Likelihood Assessment

- Design Margins: Design margin to failure (loss of pressure boundary) of equipment
- Material deterioration: Material deterioration mechanisms that will reduce the original margin to failure (wall thinning, cracking, high temperatures, microbiological effects, mechanical damage)
- Overload: Operating loads that will reduce the margin to failure
- Probability of leak: Establish method to quantify likelihood

9. Consequence Assessment

The quantitative assessment of failure consequence with API BRD 581 is based on a systematic multi-stage process to determine costs relating to exposure release, toxic consequences, environmental clean-up and business interruption.

- Failure Mode: leak or break, size crack opening area and mechanism
- Fluid Discharge: rate, inventory
- Quantitative RBI (Establish method to quantify consequence): phase, duration, fire and fatality areas

10. Risk Ranking

- Prioritize risk
- The process follows a logical progression, where system and equipment specific data is superimposed to generic equipment reliability data to determine a likelihood and consequence of failure, which together determine a risk ranking and rack factors. (See Attachment A)

11. Inspection techniques, Frequency and Acceptance criteria

- How to inspect:

3.1.5 Prepare condition assessment for all site inspections. As a minimum, this shall include visual inspection (piping, hangers and structural steel), diameter measurement, alloy analyzer testing, seam weld determination, and replication

procedures.

- 3.1.7 Provide acceptance indicators for each testing method, if required, (alloy analysis, diameter measurements, replication, wall thickness) etc.

3.2 SITE ACTIVITIES

3.2.1 Piping Systems Walkdowns

The Contractor will perform a walkdown during the outage. During the walkdown, a review of the entire system and existing supports, valves and appropriate connections will be performed to assess any damage due to support failures. The Contractor will address the following:

- a. Inspect constant support and variable spring hangers for damage and accumulation of debris inside the spring coil and within the mechanism.
- b. Check hanger rods for straightness and plumbness
- c. Inspect all components for wear and severe corrosion / erosion
- d. Check welded eye rods for broken or cracked welds
- e. Record location of travel indicators on variable spring and constant load spring supports
- f. Check rigid supports to be sure each is supporting the pipe weight loads
- g. Check all hanger supporting structures for cracks, corrosion, sagging, distortion, interferences, vibration, etc.
- h. Check connecting bolts and nuts for engagement of at least one nut height of thread
- i. Verify that all hanger items are installed on the hanger (components and steel)
- j. Verify that all welds exist in correct location and are in good (Fit For Service) condition
- k. Verify that base plates are installed per specifications and are in good condition

- l. Verify that required clearances are maintained
- m. Verify the setting of adjustable supports
- n. Verify the locations and positioning of hangers
- o. Verify that proper adjustments have been made for thermal movement on hangers
- p. Verify that contact surfaces are parallel, free of rust, and free to slide where required
- q. Verify that rollers and bushings are clean and lubricated
- r. Verify that moving parts have freedom of travel
- s. Verify that the member angles and lengths are within tolerances
- t. Verify that sliding bases are attached as specified
- u. Verify that brackets are oriented correctly and components are free to move within design limits.
- v. Verify offsets
- w. Verify that pipe lugs and saddles are attached as specified
- x. Verify proper thread engagement on rods
- y. Verify straightness of components
- z. Verify that shims are installed as specified and retained in place
- aa. Verify proper fit-up materials
- bb. Verify gussets installed in building steel
- cc. Verify grouting is complete and base supports
- dd. Verify that bolts are tight, per specification
- ee. Document physical condition of the piping systems inspected
- ff. Document aforementioned activities with photographs (35mm)

GENERAL NOTES

The following information and notations will be recorded during both walkdowns.

- a. Operating temperature of line at time of inspection
- b. Identification number and system of each support (If not defined use ISA or IEEE)
- c. General locations and movement of the system
- d. Comparison of observed piping and support movements with design drawing movements.

For pipe supports with structural damage, the following detailed checking activity will be performed by the Contractor using the existing pipe support detailed drawing:

- a. Check support details, including welds for conformance to drawings.
- b. Check structural members of the supporting structure for any permanent deformation or signs of overstress
- c. Check if the failed support is in the proper design location
- d. Check the support adjacent to the damaged support to determine the cause of overload on the damaged support.

The Contractor will prepare an initial report of findings shortly after the completion of the first phase. This initial report will include sketches or photographs, as well as the following information:

- Evaluation of the adequacy of existing pipe support systems
- Determination of cause and extent of identified problems and any operational limitations
- Determination of whether re-analysis of stresses in support systems is needed
- Specific recommendations and scope of work to complete more detailed analysis as required
- Engineering level cost and time estimates to complete more detailed analysis as recommended.

Each of the walkdowns shall be performed in a systematic approach utilizing

preformatted data collection sheets. To assure all parties are informed of findings, requirements, etc., as soon as possible, preliminary copies of the data sheets complete with applicable field notes will be made available in the cognizant utility "A" Engineer, and others as required upon departure from the site.

3.2.2 On-Site Metallurgist / Welding Engineer

The Contractor will furnish a metallurgist/welding engineer with NDE experience (preferably Level III UT and RI) at the jobsite during the inspection to do the following:

- a. Coordinate inspection activities (including UT/MT examinations)
- b. Interface with UT/MT supervisor to obtain NDE data required to disposition critical sized flaws.
- c. Provide recommendations for further NDE to help characterize indications
- d. Disposition critical sized flaws and interface with home office (as necessary for assistance in dispositions).
- e. Provide second opinion of radiographs (Level II or III certification required) where agreed to perform
- f. Develop, for approval by CPP, repair procedures. All welding procedure specifications will be supplied by CPP
- g. Assist in mapping of repair areas
- h. Document inspection activities in writing and through digital photographs. Photograph all anomalies found during inspection
- i. Perform borescopic examinations. Vendor shall provide borescope with picture taking capability.
- j. Prepare daily/weekly progress reports and keep a journal of the inspection activities.

3.2.3 Alloy Analyzer Testing

The piping systems shall be tested for material composition (i.e., C-Steel, P1, P2, P11, P22, etc.), by use of a portable X-Ray fluorescent spectrometer (alloy analyzer). The scope of testing shall include the following:

- All spool pieces

- All welds
- All fittings
- All branch connections
- All integral attachments (including welds)
- All pipe clamps

3.2.4 Diameter Measurements

Diameter measurements shall be taken on all spool pieces (straights and bends). A wire brush shall be used to remove dirt and loose scale. All measurements shall be thoroughly documented (location/conditions notes) for ease of repeatability.

3.2.5 Seam Weld Determination

All steam piping systems shall be tested for determination of seam welds. Verification shall be by chemical etch or eddy current instrument.

3.2.6 Replication

Replication metallography shall be used to characterize microstructural changes and to detect sign of damage if any, caused by operation. The following shall apply:

- In each replica, the weld metal (WM), heat affected zone (HAZ) and base metal (BM) shall be included
- A preliminary examination of the replicas shall be performed immediately after replication, using a portable optical microscope at a magnification of 200X. This examination shall be used to identify major damage or other microstructural indication.
- Replicas will be qualitatively assessed for classification as described in EPRI Seam Welded Steam Pipe Guideline
- The preliminary report will be issued before inspection personnel leaves the site.
- Photographs and sketches shall be used to identify and locate all replicas taken
- Each replicated area shall be identified with its finds, extent of damage, and

recommendations for future inspection

- Each replica shall be thoroughly scanned and examined at the Contractor's materials laboratory
- Based on test available information, estimate the number of replicas to be taken for each system and identify in quotation

3.2.7 Hardness Testing

The Contractor will perform hardness measurement at all areas selected for replication using Contractor supplied hardness tester. Measurements shall be made in the base and weld metal at each location.

3.2.8 Nondestructive Examination

- The NDE inspection shall include evaluation services of a Level III Technician
- The NDE work in progress shall be subject to CPP approval.

Magnetic Particle Testing

A magnetic particle exam shall be completed in accordance with procedure MT-1 (see appendix) in the following areas:

- 100% of seam welds
- 100% of circumferential welds
- All of the branch connection fillet and first circumferential welds
- All lug attachment welds
- All radiographic plugs
- All areas modified (i.e., ground, weld repaired, heat treated, etc.) after initial MT shall be post examined for final examination
- The acceptance criteria shall be in accordance with paragraph 136.4.3(8) of ANSI B31.1 Power Piping Code

Ultrasonic Examination

The ultrasonic examination shall be employed to check for surface/subsurface cracks,

to measure wall thickness for baseline data, and to determine evidence of thinning due to erosion or corrosion. The requirements shall be:

- The actual wall thickness of the base and weld metal shall be measured at each longitudinal seam and circumferential weld. The contract shall submit to the AOC for Approval a Procedure/Plan that outlines the actual work and defines how this work will be accomplished.
- The actual wall thickness around the circumference of each bend, for determination of thinning, in accordance with procedure listed above.
- An exam shall be performed at 100% of the longitudinal seam welds and circumferential welds for evidence of subsurface and internal cracking, in accordance with procedures listed above.
- All indications detected through conventional UT shear wave examination, with lengths exceeding the critical flaw length of 1.0 inches shall be subjected to detailed flaw sizing to obtain an accurate measure of flaw depth. Flaw sizing shall be in accordance with an approved procedure provided by the Contractor.
- All NDE personnel shall be qualified to NTE procedures one week prior to start of inspection.

NDE Reporting

It shall be the responsibility of the site NDE Supervisor to maintain an inspection report book. The following requirements shall apply:

- The NDE Report Book shall be divided into the following sections:
 - a. Inspection log by weld number
 - b. Disposition log by weld number
 - c. Individual tabbed sections for each weld/bend inspected with MT/UT report sheets included. Tabs shall be by weld number.
 - d. Personnel certifications with resumes
 - e. Equipment certifications
 - f. Approved drawing of calibration block
 - g. Weld map drawing

- NDE report books shall be system specific
- NDE report books shall be maintained on a daily basis
- Two copies of the NDE report books shall be given to personnel upon completion of inspection and before the NDE supervisor leaves the site.

AS BUILT WELD LOCATIONS

The NDE personnel shall record as-built dimensions on initial issue of weld map as follows:

- Distance between circumferential welds
- Orientation of seam welds
- Orientation/Location of branch connections
- Orientation/Location of radiograph plugs

3.3 REPORTING

3.3.1 Engineering Analysis Report

A report summarizing and containing the results of the engineering analysis shall be provided prior to initiating job site inspection.

3.3.2 Field Reports

All walkdown and inspection personnel are required to provide a field report at the completion of their trip and before leaving the site.

3.3.3 Drawing Package (Included in final project report)

Isometric drawings on each piping system will be generated from piping design drawings and as-built data. The following drawings will be issued.

- As-built
- Inspection locations
- Significant NDE indications
- Drawings shall be issued for any structural steel and/or support modifications

The following requirements shall apply:

- The Contractor shall retain the reproducible until completion of job.
- All copies distributed during the inspection shall be clearly marked preliminary.
- It is the responsibility of the Contractor to collect all comments and as-built data from the parties involved.
- All as-built data from NDE personnel shall be incorporated on the weld map.
- A preliminary weld map shall be distributed prior to start of NDE inspection.

3.3.4 Final Project Report

The Contractor will issue a final report for each unit with separate sections for each specific piping system.

The final report should include the following:

- Executive Summary
- Description of piping system
- Description of as-found condition of piping system
- Probable root cause(s) of unacceptable conditions
- Recommendations on resolution of root causes
- Recommended frequency and type of follow-up inspections for piping
- All drawings
- All sketches and photographs needed to illustrate and clarify the included information
- Follow-up information on items noted during inspection
- Replication report
- Assessment of NDE results
- NDE Report

- Condition assessment procedures (for all site activities)
- ID pipe fit for service analysis
- In essence, a total and complete project report

3.3.5 Stress Analysis Report

A stress analysis report shall be provided separate from the final project report.

General Project Requirements:

1. The Contractor shall provide itemized pricing as outlined on the pricing section of this solicitation. The AOC intends to award a Contract this year with work to be completed in two (2) years from the date of award.
2. The Contractor shall provide an individual report for each system (Plant Condensate, Plant Steam, Plant Chilled Water, Plant Condenser Water, and each Tunnel) as the survey information is completed during this project. These reports will be used to measure the Contractor's progress toward completion during the contractor period. The contractor shall provide one final report which contains and summarizes all of the individual reports.
3. The Contractor shall provide and maintain a written Schedule that outlines all of the work to be completed under this contract. This schedule must be submitted to the AOC for review and approval within 30 days after award of the contract.
4. The Contractor shall submit a Site Specific Safety Plan for the work that is being executed under this contract. The plan must be submitted to the AOC for review and approval within 30 days after award.
5. The Contractor perform monthly on site progress meetings with the COTR/PM and key AOC personnel. The Contractor shall coordinate these meetings as well as record and maintain meeting minutes and any other information required.
6. The Contractor shall perform all of the work in accordance with all of the Codes referenced in this document and the AOC's Capitol Power Plant Lockout Tagout procedures. The contractor shall coordinate all required outages with Capitol Power Plant Personnel. These outages will be at the convenience of the Capitol Power Plant. The contractor shall not negatively impact the operations of the Capitol Power Plant. These outages must be shown on the schedule required by item #3.

D. Contractor Services:

1. *General:* The Contractor shall provide and maintain a written *Schedule* that outline the work to be completed under this contract. All work is to be performed in accordance with the standards set-forth above.
2. *Kick-Off Meeting:* Meet with the Contracting Officer's Technical Representative (COTR)/AOC Project Manager (PM) to confirm the requirements for the work to be completed. Following the meeting, refine the Preventive Maintenance Schedule and submit to the COTR/PM for approval.
3. *On Site Work Meeting:* All contractor assigned personnel shall meet with the COTR/PM and key Capitol Power Plant personnel to review the Safety Plan and confirm the requirements for the work to be performed. Following the meeting, the AOC will conduct a walk through of the areas where the work is to be performed.
4. *Monthly Review Meetings:* The Contractor shall conduct monthly meetings with the COTR/PM. Contractor shall produce, maintain and distribute Meeting Minutes. These minutes shall address old and new business as well as next meeting, next milestone, attendees and schedule issues.
5. *Final Turnover:* Turnover any and all AOC supplied documentation (Drawings, O&M Manuals) to the COTR/PM .

E. Deliverables:

1. Deliverables shall be in accordance with the requirements set forth herein and in keeping with the best practices and professional industry standards. Provide fifteen (15) bound hard copies for each submittal.

F. Submission Dates:

1. *Submission Schedule (Study):*

The Contractor shall guarantee completion of the project no-later-than one year from award date.

- | | | |
|----|--|----------------------------------|
| a. | <i>Kick-off Meeting:</i>
(contractor approach, project schedule,
and confirmation of Requirements) | 3 week following Award |
| b. | <i>Deliverables Submission:</i> | 2 weeks following Award |
| c. | <i>Monthly Review Meetings:</i> | 1 Every month following
Award |
| d. | <i>Final Reports :</i> | 100 weeks following Award |

- | | | |
|----|----------------------------------|-------------------------------|
| c. | <i>Monthly Review Meetings:</i> | 1 Every month following Award |
| d. | <i>Final Reports :</i> | 100 weeks following Award |
| e. | <i>Final Turnover Documents:</i> | 104 weeks following Award |

Allow a three-week review period by the AOC for each submittal.

- G. Contracting Officer's Technical Representative (PM): The AOC shall provide the name, address and telephone number of the COTR/PM at the time of contract award and the duties thereby delegated to that person.
- H. **Formatting and Graphic Conventions:**
- I. **Date of Last Revision:** December 28, 2007

References:

- CD's (3) containing the West Refrigeration Plant Expansion Drawings Volumes I, II and III dated November 12, 2007. (P&ID Drawings)
- CD (1) containing the P&ID drawings for the AOC Utility Tunnels

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
ARCHITECT OF THE CAPITOL		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
	01-00-0001	<input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
2ND & D STS., SW, FORD HOUSE OFFICE BUILDING		
WASHINGTON, DC 20024		
CONTACT PERSON NAME:		TELEPHONE NUMBER:
		()
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER:
	()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER:
	()
NINE-DIGIT ROUTING TRANSIT NUMBER:	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT:	
<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER:
	()

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U.S.C. 3322; 31 CFR 210



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle)

Address:

Street & No. _____

City & State: _____

Zip: _____

Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*)

3. Date of Birth: (Month, Day, Year)

4. Birthplace: (City and State or Country)

5. Social Security Number:

6. Gender:

Male Female

7. Race:

8. Height:

9. Weight:

10. Eye Color:

11. Hair Color:

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____

13. Date: _____

United States Capitol Police

Vehicle Delivery Procedures Reference Guide

Effective May 1, 2008

Off-site Delivery Center (OSDC) Hours of Operation Monday thru Friday 0500 - 1400 **Closed Weekends & Holidays**	Delivery Access Points	Exceptions and After Hours Deliveries
<ul style="list-style-type: none"> * All vehicles will be inspected at OSDC (4700 Shepherd Parkway) prior to making any delivery on Capitol Grounds. * Delivery information must be received by OSDC prior to arrival. * Road restrictions are in effect for all vehicles with a capacity over 1 and ¼ ton. * Vehicles will proceed directly to their Delivery Access Point after inspection by OSDC without violating the road restrictions. 	<ul style="list-style-type: none"> * Deliveries to the <u>Capitol</u> or <u>Capitol Visitor Center (CVC)</u> will enter at NJ Ave & C Street NW. * Deliveries to the <u>House Office Buildings</u> will enter at Delaware Avenue SW. * Deliveries to the <u>Senate Office Buildings</u> will enter at D Street Tunnel NE. * Deliveries to the <u>Supreme Court</u> or <u>Library of Congress</u> will be made in the 100 blocks of 2nd Street NE and SE. 	<p><i>*Prior notification for all exceptions and after hours deliveries must be processed through the House / Senate Sergeant at Arms, the Architect of the Capitol, USCP Special Events (202-224-8891), USCP Command Center (202-224-0908), or USCP Construction Security Division (202) 593-7053).</i></p> <p><i>Exception example: Time sensitive deliveries and deliveries containing material such as concrete, asphalt, and other materials /goods that may deteriorate over a short period of time.</i></p>
Capitol / CVC Exceptions and After Hours Procedures	House Office Buildings Exceptions and After Hours Procedures	Senate Office Buildings Exceptions and After Hours Procedures
<p>The below procedures will be followed for exceptions (defined above) and for all deliveries that occur when OSDC and/or Delivery Access Points are closed.</p>		
<ul style="list-style-type: none"> * Requires prior approval * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 1500 hours. (Will remain open until 2000 hours upon opening of the CVC). * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. 	<ul style="list-style-type: none"> * Requires prior approval * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 1900 hours. * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. 	<ul style="list-style-type: none"> * Requires prior approval * Non-prohibited Vehicles may respond directly to the Delivery Access Point for inspection prior to 2000 hours. * Prohibited vehicles will respond to 3rd & Maryland SW for inspection prior to making any delivery on Capitol Grounds. * Once inspected, vehicle will be escorted to destination by USCP. <div data-bbox="1071 1507 1581 1659"> LOC / Supreme Court Exceptions and After Hours Procedures </div> <ul style="list-style-type: none"> * Must obtain prior approval from USCP Special Events or USCP Command Center. * The LOC and Supreme Court may have exceptions occasionally. These vehicles will be swept at 3rd & Maryland SW and escorted by Supreme Court Police, LOC Police or USCP.